

# EXHIBIT A

Insurance Commissioner  
ACCEPTED SOP

JUN 28 2024

TIME: 9 AM

**SUPERIOR COURT OF WASHINGTON FOR KING COUNTY**

VERNA REYNOLDS

Plaintiff

vs

ALLSTATE PROPERTY AND CASUALTY  
INSURANCE COMPANY

Defendant.

NO.

COMPLAINT FOR DAMAGES

Verna Reynolds, by and through her attorney of record, Ms. Melissa D. Carter, J.D. of  
Adler Giersch PS, for cause of action for personal injuries against Allstate Property and  
Casualty Insurance Company complains and alleges as follows:

**I. PLAINTIFF**

1.1 Verna Reynolds is a resident of Seattle, King County, Washington.

**II. DEFENDANT**

2.1 At all times material hereto, Defendant Allstate Property and Casualty

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Insurance Company ("Allstate") is a foreign or alien corporation, conducting business in the state of Washington with its principal place of business at 3075 Sanders Road, Suite H2D, Northbrook, IL 60062-3075.

2.2 The registered agent for Defendant is located at the Office of the Insurance Commissioner, Service of Process, PO Box 40257, Olympia, WA 98504-0257; and 5000 Capitol Blvd, Tumwater, WA 98501.

2.3 At all times material hereto, Defendant provided automobile insurance to Plaintiff.

### III. VENUE

3.1 All acts hereinafter alleged occurred within the County of King, State of Washington, and this Court has jurisdiction over this cause.

### IV. FACTS

4.1 At all times hereinafter mentioned, 125th Street is located in the City of Seattle, County of King, State of Washington.

4.2 On or about October 2, 2018, Plaintiff Verna Reynolds was stopped in her car traveling eastbound at the intersection of 125<sup>th</sup> Street and Aurora Avenue in Seattle, Washington. Underinsured motorist Byeon Woo Seok was traveling, also eastbound, directly behind Plaintiff Reynolds. Mr. Woo Seok failed to pay appropriate attention to the traffic conditions and forcefully struck the rear of the Reynolds vehicle, causing damage.

4.3 Plaintiff Reynolds was injured as a proximate result of the collision, and she suffered damages as a result.

4.4 At the time of the October 2, 2018 collision, Plaintiff was insured by

1 Defendant Allstate under automobile insurance policy number 976671747 (hereinafter  
2 “the Auto Policy”). The Auto Policy was in effect on October 2, 2018 and provided  
3 Underinsured Motorist coverage.

4 4.5 Underinsured motorist Woo Seok operated his vehicle negligently and in  
5 violation of the Rules of the Road contained at RCW 46.61 et seq., in that he failed to  
6 keep a safe and proper distance between his vehicle and Plaintiff’s vehicle; he failed to  
7 keep a proper lookout; he was traveling too fast and did not have due regard for traffic  
8 upon the roadway at that point in time; he struck the vehicle which Plaintiff Verna  
9 Reynolds occupied; and drove a vehicle upon a public street in such a manner so as to  
10 endanger or be likely to endanger another person or property thereby proximately causing  
11 this collision to occur.  
12

13 4.6 On March 30, 2020, the liability carrier for the underinsured motorist Woo  
14 Seok offered the full liability policy limits to resolve Plaintiff’s damages claim with Woo  
15 Seok. Allstate agreed to allow Plaintiff to accept the policy limits offer and waived its  
16 right to buy out the claim.

17 4.7 The policy limits settlement with Woo Seok’s liability insurer did not  
18 make the Plaintiff whole.

19 4.8 Defendant Allstate is responsible to Plaintiff for all damages proximately  
20 caused by the collision and which exceed the liability policy of Woo Seok’s policy.

21 4.9 Based on the facets herein above, Plaintiff was not comparatively at fault  
22 for this collision or for her injuries and damages resulting therefrom, and is thus without  
23 fault or 0% at fault as that term is defined in RCW 4.22.015.  
24

25 4.10 Plaintiff has demanded the Underinsured Motorist policy limits to resolve

1 her Underinsured Motorist claim with Allstate.

2 4.11 Allstate responded to Plaintiff's demand with an offer of \$0.00, zero  
3 dollars, to resolve Ms. Reynolds' Underinsured Motorist claim. Allstate's refusal to offer  
4 anything to resolve Plaintiff's claim does not cover Ms. Reynolds' related medical  
5 expenses, future medical expenses, or her significant pain and suffering directly caused  
6 by the subject motor vehicle collision.

7 4.12 Allstate's position has forced Verna Reynolds, Allstate's own insured, to  
8 incur fees and costs in filing a lawsuit against her own insurance company to determine  
9 the fair and reasonable value of the Underinsured Motorist claim.  
10

#### 11 V. CAUSES OF ACTION

12 5.1 Plaintiff re-asserts and re-alleges paragraph 1.1 through 4.12 set forth  
13 above, herein.

14 5.2 Defendant's actions constitute a breach of Policy, per the express and  
15 implied terms of the contract with the Plaintiff.

16 5.3 As a proximate result of Defendant's breaches, the Plaintiff has suffered  
17 injuries and damages as a result of Defendant's breach of contract.

18 5.4 Defendant's actions are also negligent and in violation of its duty to  
19 exercise reasonable care, good faith and fair dealings towards its insureds, including a  
20 violation of the Insurance Fair Conduct Act, RCW 48.30.010, et seq. Among other acts,  
21 Defendant negligently failed to effectuate a prompt, fair and equitable settlement of  
22 Plaintiff's Underinsured Motorist claims according to the terms of the Policy, and forced  
23 its insured to submit this matter to litigation to recover amounts due under the Policy.  
24

25 5.5 Plaintiff has suffered injuries and damages as a result of Defendant's

1 negligence.

2 VI. UNIFORM HEALTH CARE INFORMATION ACT

3  
4 6.1 Pursuant to RCW 5.60.060(4) and the provisions of the Uniform Health  
5 Care Information Act, RCW 42.17 and RCW Chapter 70, the Plaintiff waives the  
6 physician/patient privilege 90 days from the date this complaint was filed, to the extent  
7 necessary to place any and all alleged damages at issue at the time of trial, and as might  
8 be required by any act or statute or case law interpreting the same in the State of  
9 Washington. In doing so, Plaintiff does not waive her right to seek a protective order or  
10 otherwise oppose objectionable medical discovery. Plaintiff's waiver is further  
11 conditioned and limited as follows:

- 12 a. The Plaintiff does not waive her constitutional right of privacy;
- 13 b. The Plaintiff does not authorize the Defendant or Defendant's  
14 representative to contact her health care providers without notice to counsel, after which  
15 they may only be contacted in a manner which complies with the Uniform Health Care  
16 Information Act and HIPAA, in proceedings further authorized by the Rules of Civil  
17 Procedure subject to any provisions which may be established by this court.

18 VII. PRAYERS FOR RELIEF

19 Wherefore, Plaintiff Verna Reynolds requests judgment against Defendant as follows:

20 7.1 For general damages already incurred and future general damages, in an  
21 amount now unknown, which will be proved at the time of trial;

22 7.2 For medical and other treatment expenses incurred and for future medical  
23 expenses and other treatment expenses and other costs, in an amount now unknown,  
24 which will be proved at the time of trial;

- 7.3 For loss of earnings and/or earning capacity;
- 7.4 For damage to, loss of, or loss of use of Plaintiff's personal property;
- 7.5 For additional travel expenses;
- 7.6 For reasonable attorneys fees and costs incurred herein;
- 7.7 For prejudgment interest;
- 7.8 For such other and further relief as this Court may deem just and equitable

in this cause.

Dated: June 17, 2024

ADLER GIER SCH PS

s/ Melissa D. Carter

MELISSA D. CARTER

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